

# Nistune Developments Electronics Warranty

Nistune Developments Pty Ltd warrants the original purchaser that all Nistune products will be free from defects in material and workmanship for a period of twelve (12) months from the date of original purchase.

Products which have been correctly and professionally installed as per Nistune documentation, as provided on our website, which have subsequently failed following installation will be repaired and replaced, when determined by Nistune Developments that the product failed due to defects in material or workmanship. Installation procedure includes, but is not limited to that correct static handling procedures and soldering methods were used to install our products as detailed in the 'Nistune Soldering Guide' documentation.

This warranty is limited to the repair or replacement of the Nistune products. In no event shall this warranty exceed the original purchase price of the Nistune items purchased and will not extend to software licencing. All implied warranties shall be limited in duration to the twelve (12) month warranty period. Improper use, incorrect installation, accident, abuse or unauthorised repairs or alterations to the products void this warranty.

Warranty claims presented to Nistune Developments must be supplied with dated proof of purchase and return transportation costs to be covered by the purchaser. Packaged items must be returned in anti static packaging and protected with bubble wrap to protect the products against impact during postage. Components used in Nistune products are static sensitive and contain delicate connectors so this protection is required.

This warranty only applies to the original purchaser of the product and is not transferrable. If the product is fitted and installed by a workshop for an end customer, the customer must contact the workshop directly before proceeding with the RMA Procedure. Nistune Developments must be contacted directly via email at [info@nistune.com](mailto:info@nistune.com) with a detailed problem description before an RMA number will be issued.

Nistune warranty returns will only be accepted by Nistune Developments when accompanied by a valid Return Merchandise Authorisation (RMA) number. The product must be received within 30 days of the date the RMA was issued and posted to:

Nistune Developments  
PO Box 206  
Surrey Downs SA 5126  
AUSTRALIA

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Any Nistune products can be returned for repair outside of this warranty period. Nistune must be contacted firstly with a detailed description and supporting photos where necessary of the required repair. There will be a minimum charge of \$60AUD (plus GST within Australia) and return postage for any repairs performed. Any additional time or cost of repairs will be quoted at the time that the returned product is received.

## DISCLAIMER OF LIABILITY

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL NISTUNE DEVELOPMENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE NISTUNE PRODUCT, EVEN IF NISTUNE DEVELOPMENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL NISTUNE DEVELOPMENTS BE LIABLE FOR ANY COMPUTER DAMAGE, VEHICLE DAMAGE, PERSONAL INJURY, DEATH, FINES, LAWSUITS, PROSECUTION, LOST PROFITS, LOST DATA, INCORRECT DATA, ENVIRONMENTAL DAMAGE, GOVERNMENT, LAW AND REGULATORY VIOLATIONS OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM USE OR INABILITY TO USE THE NISTUNE PRODUCT.

THE NISTUNE PRODUCT IS NOT INTENDED FOR USE IN OPERATION OF MOTOR VEHICLES AND/OR MACHINES WHERE THE USE, FAILURE OR MISUSE OF THE SOFTWARE OR HARDWARE COULD LEAD TO DEATH, PERSONAL INJURY OR PHYSICAL OR ENVIRONMENTAL DAMAGE AND OR VIOLATE ANY ENVIRONMENTAL, SAFETY, TRANSPORTATION OR OTHER LAWS OR REGULATIONS.

IT IS THE USER'S RESPONSIBILITY TO OBTAIN ANY CERTIFICATION, RECERTIFICATION OR NEW CLASSIFICATIONS PERTAINING TO USE OF THE NISTUNE PRODUCT. WHERE THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS NOT ALLOWED, NISTUNE DEVELOPMENTS TOTAL LIABILITY TO YOU FOR ALL DAMAGES WILL NOT EXCEED \$1.00 AUD. NISTUNE PRODUCT INSTALLATION REMAINS THE SOLE RESPONSIBILITY OF THE VEHICLE OWNER.